

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF SOUTH CAROLINA  
3 CHARLESTON DIVISION  
4 IN ADMIRALTY

5 TIFFANY N. PROVENCE, AS THE  
6 PERSONAL REPRESENTATIVE OF  
7 THE ESTATE OF JUAN ANTONIO  
8 VILLALOBOS HERNANDEZ,

Plaintiff,

vs. CASE NO. 2:21-cv-965-RMG

9 UNITED STATES OF AMERICA,  
10 CROWLEY MARITIME CORPORATION,  
11 CROWLEY GOVERNMENT SERVICES,  
12 INC., DETYENS SHIPYARDS, INC.  
13 AND HIGHTRAK STAFFING, INC.  
14 D/B/A HIGHTRAK STAFFING, INC.,  
15 Defendants.

VTC

30(b)(6)  
(CONTINUED)

DEPOSITION OF: CROWLEY GOVERNMENT  
SERVICES BY PAUL VARGHESE

DATE: March 9, 2022  
TIME: 10:44 AM  
LOCATION: Hines & Gilseman, LLC  
1535 Hobby Street, Suite 203D  
Charleston Navy Yard  
North Charleston, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: Priscilla Nay,  
Court Reporter  
(Remotely via VTC)

1 to mark that as exhibit as 14.

2 MR. YOUNG: Yeah. Okay. Ryan, just  
3 help me out. Are you marking a couple pages or the  
4 whole 200 pages?

5 MR. GILSENAN: Just the excerpt that we  
6 used. That way I'm not marking the whole thing.  
7 I've got the cover page and the pages we cited.

8 MR. YOUNG: Okay.

9 (EXHIBIT 14, Vessel Defendants  
10 1026-1227 GTR COMSC, was marked for  
11 identification.)

12 BY MR. GILSENAN:

13 Q. Can you tell me what this document is.  
14 What is its purpose?

15 A. This is the guidelines from the Navy  
16 for writing and preparing the specification for  
17 (inaudible) vessels.

18 Q. Okay. For that --

19 THE COURT REPORTER: I'm sorry.  
20 Writing the specification for --

21 THE WITNESS: MSC, Military Sealift  
22 Command vessels.

23 THE COURT REPORTER: Thank you.

24 BY MR. GILSENAN:

25 Q. And that's the Navy telling the

1 contract operator, Crowley Government Services, how  
2 to write the shipyard spec --

3 A. Or to prepare a spec, yes.

4 Q. -- for shipyards?

5 A. Shipyards.

6 (EXHIBIT 15, Vessel Defendants 1024 -  
7 DSI bid, was marked for identification.)

8 BY MR. GILSENAN:

9 Q. Next I want to look at a document I  
10 circulated yesterday. It's Vessel Defendants 1019  
11 to 1024. I would like to mark that this as Exhibit  
12 15. Can you tell me what this document is.

13 A. This the Detyens contract and as we  
14 discussed earlier the specification was sent to  
15 the bidders. The bidders get a session to ask  
16 questions whether they have any kind of  
17 clarification needed, any doubts they have or the  
18 specs they have the opportunity to ask questions to  
19 clarify that.

20 Then this is the document after that  
21 Detyens submitted on 1 August that they bid on it.  
22 This is the -- the whole bid where the pricing is  
23 you know set up, numbers there. Then that one they  
24 provided clarifications and exceptions. This is  
25 the place where Detyens -- so Detyens has any kind

1 of clarification they needed or they wanted to get  
2 to started with certain work. This is the document  
3 that stated that.

4 They said that, you know, for example  
5 this particular one work item we will not be  
6 working on it. However, specifications -- you  
7 know, specifically not identified any kind of --  
8 you know, any of those -- their concerns they  
9 notified to the -- to Crowley using this document.

10 But in this case Item Number 601 does  
11 not have any clarifications, any -- does not have  
12 any questions or exceptions. That means Detyens --  
13 Crowley -- Crowley's understanding is that Detyens  
14 understood this. They accepted it and priced it to  
15 do their job completely.

16 Q. What was Item 601?

17 A. 601 is the one with the lifeboat davit  
18 inspection and repairs.

19 Q. Okay. So this letter of August 1st,  
20 2018, that's a couple months before the ship  
21 arrived?

22 A. Yes. That was the time of the contract  
23 award.

24 Q. Okay. And so in this letter if Detyens  
25 in being awarded the contract has any questions

1 about parts of the repair specification they would  
2 raise those questions with this letter?

3 A. Yes. Correct.

4 Q. And did they raise any questions  
5 regarding the specification for Item 601, repair of  
6 the lifeboat davit, how they would do it?

7 A. No, nothing about those items.  
8 They had -- they had -- I asked questions about  
9 item Number 112, 130, 132. There are many of them.  
10 I don't want to read all of them, but they did not  
11 ask any questions and they did not take any  
12 exception on the items for lifeboat repairs.

13 Q. Okay. And do you imagine if Detyens  
14 had had questions or concerns about being able to  
15 perform Item 601 davit repairs where would they  
16 have raised those concerns?

17 A. They would have raised it during  
18 question/answer. They could have written in 601  
19 if they had, you know, any kind of method of  
20 restraining or they more wanted more information on  
21 that or on the repairs. They -- they could have  
22 provided that information to us.

23 Q. They would have asked that in this  
24 Exhibit 15 letter?

25 A. Letter, yes.

1 Q. And they did not do so?

2 A. They did not do so.

3 Q. And that left Crowley Government  
4 Services thinking Detyens was satisfied they could  
5 do the job without additional documents?

6 A. Our understanding is that Crowley --  
7 I mean Detyens fully understood the spec. They  
8 priced it and they will be -- they are ready to do  
9 the job.

10 Q. Okay. And are you aware of Detyens  
11 shipyards's safety and health officers who work for  
12 the shipyard and patrol the ships?

13 A. I have -- I have seen one or two when I  
14 was there and -- sometimes there but I don't --

15 Q. I'm not asking if you know them  
16 personally. I'm saying, do you know that they  
17 exist?

18 A. Yeah, they do.

19 Q. Okay. And I understand they're tasked  
20 with implementing and supervising Detyens  
21 Shipyards' SMS system.

22 A. Yes.

23 Q. Okay. And presumably that is an  
24 expense that customers pay for in paying for the  
25 job to repair the ship?